

Negotiated by

....., a Licensee of Seeff Property Services (Pty) Ltd, and holder of a valid Fidelity Fund Certificate, (hereinafter referred to as "Seeff").

I / We..... being

* the registered owner/s, or

* duly authorised by

..... being the registered owner

* DELETE WHICHEVER IS NOT APPLICABLE)

of the Property known as

(the Property), hereby irrevocably instruct Seeff and

..... (the Other Agent(s) to procure a willing and able Purchaser for the Property, or for the * legal entity being the registered owner of

the property for the sum of R

(.....) or such lesser amount as mutually agreed upon between the Purchaser and myself which shall include Value Added Tax (VAT) if applicable, and where a sale is concluded pursuant to this mandate, to monitor this sale through to transfer.

- 1. Brokerage calculated at 7.5% of the purchase price, plus VAT thereon, shall become due and payable by the Seller to Seeff and / or the Other Agent(s) on registration of transfer of the property or transfer of the shares or member's interest, as the case may be, to the Purchaser. If the agreement of sale is cancelled for any reason whatsoever or if I / we fail to accept an unconditional, full asking price offer, the brokerage shall become immediately due and payable.
2. The brokerage shall be split as follows: Selling Agent Other Agent(s)
3. Seeff and the Other Agent(s) have the mandate in respect of the property for 180 days until 24h00 on from date hereof and will be entitled to the brokerage plus VAT as set out above, if the Property or the *legal entity is sold through any source whatsoever during the said period or if any Purchaser introduced during this mandate purchases the Property or the *legal entity within 6 months of the ending of this mandate.

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- 4. Seeff and the Other Agent(s) will both also be entitled to brokerage in accordance with their ***standard rental tariff** plus VAT thereon, should they enter into a lease agreement in respect of the property with a party introduced during the period of the mandate.
- 5. No other agent(s) shall be afforded the right to market the Property during the period of this ***joint** mandate.
- 6. Seeff's and the Other Agent's representative and any prospective Purchaser/s shall have access to view the property at all reasonable times.
- 7. Seeff and the Other Agent(s) are hereby granted permission to erect "For Sale" signs on the property throughout the mandate and "Sold" signs for a period of 90 days after the sale.
- 8. I /We warrant that there are no defects in the Property, other than those that appear on the **Immovable Property Condition Report**, completed and signed by me and annexed hereto.
- 9. The **Fixtures and Fittings Declaration**, annexed to this mandate has been completed and signed by me. The listed items are either included, excluded or not applicable in the sale of the Property as stipulated therein.
- 10. I/We understand that the **Immovable Property Condition Report** and the **Fixtures and Fittings Declaration**, form part of this mandate.
- 11. Other conditions (if required):
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DATA PRIVACY

- 12. I/We agree to Seeff and the Other Agent(s) sending my/our personal information contained in this mandate ("the Data") to third parties required to complete the sale and subsequent transfer of the Property. Such third parties will include but not be limited to prospective purchasers, other estate agents, property advertising websites and aggregated property portals, attorneys, financial institutions, mortgage originators and compliance certificate issuing companies, bodies corporate and/or homeowners' associations and municipalities for contact purposes to allow the sale and subsequent transfer of the Property to take place, all in accordance with applicable law.
- 13. Seeff and the Other Agent(s) shall continually take the appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Data; and unlawful access to, or processing of, the Data.

DIRECT MARKETING

- 14. I/We agree to Seeff and the Other Agent(s) using my/our personal information contained in this mandate ("the Data") to:
 - 14.1 Send me marketing information via email or SMS and;
 - 14.2 Other news relating to Seeff and the Other Agent(s).



15. **CANCELLATION OF MANDATE**

The Seller may cancel this mandate at any time during its currency by giving Seeff, 20 (twenty) business days written notice to such effect, in accordance with the provisions of the Consumer Protection Act 68 of 2008. In such an event, Seeff may impose a reasonable penalty with regards to the services rendered to the Seller up to the date of cancellation in respect of this mandate. If the Seller is a juristic person this mandate may not be cancelled.

SELLER 1

Name:

ID Number:

Physical Address:

.....

Email Address:

Telephone Number:

Signed by the **SELLER** at.....(place) on this.....

day of 20.....

.....

SELLER 1

SELLER 2

Name:

ID Number:

Physical Address:

.....

Email Address:

Telephone Number:

Signed by the **SELLER** at.....(place) on this.....

day of 20.....

.....

SELLER 2



16. **SEEFF / OTHER AGENT/S**

**16.1 This mandate has been negotiated by
(full names of the Property Practitioner), who hereby warrants the validity of their Fidelity Fund certificate as at the date of signature of this mandate, or;

**16.2 This mandate has been negotiated by
(full names of Candidate Property Practitioner) who is acting under the active supervision and control of
(full names of the Property Practitioner), both of whom warrant the validity of their Fidelity Fund Certificates as at the date of signature of this mandate.

.....
Property Practitioner (Seeff)

.....
Property Practitioner (Other Agency)

Accepted for Seeff: Date:

Accepted for other agency: Date:

Explanation of words in bold italics:

****Joint mandate*** means that only the agencies listed on this mandate, which specifically excludes the owner, has the right to market the property and that if a sale is concluded, for any reason whatsoever, to a buyer who was sourced other than through Seeff or the other agency listed on the mandate, the Seller will have to pay Seeff or the Other Agency the full brokerage.

****Legal entity*** means a company or close corporation and includes a trust, so that if for example, the property is owned by a company and the shares in a company are sold to the purchaser, rather than the property itself, Seeff or the Other Agent(s) will be entitled to its full brokerage.

****Standard rental tariff*** means the rental tariff used by the rental division and specific branch of Seeff or the Other Agent(s) with whom you are contracting. Rental tariffs may vary from branch to branch. We encourage you to confirm with your Seeff agent what the tariff is for the branch you are mandating.